





**Utility Cost and Usage History Form**  
For use in Montgomery County, Maryland

Address 24601 Woodfield School Rd.

Month	Year		Electric	Gas	Heating Oil
March	23	Total Cost:	311.00		
		Total Usage:			
Feb.	23	Total Cost:	334.00		
		Total Usage:	48,050 KWH		
Jan.	23	Total Cost:	392.00		
		Total Usage:	92,416 KWH		
Dec.	22	Total Cost:	461.00		
		Total Usage:			
Nov.	22	Total Cost:	453.00		
		Total Usage:			
Oct.	22	Total Cost:	453.00		
		Total Usage:			
Sept.	22	Total Cost:	452.00		
		Total Usage:			
Aug.	22	Total Cost:	451.00		
		Total Usage:			
July	22	Total Cost:	363.00		
		Total Usage:			
June	22	Total Cost:	367.00		
		Total Usage:			
May	22	Total Cost:	362.00		
		Total Usage:			
Apr.	22	Total Cost:	361.00		
		Total Usage:	344,000		
March	22	Total Cost:	372.00		
		Total Usage:	399,000		
Feb.	22	Total Cost:	430.00		
		Total Usage:			
		Total Cost:			
		Total Usage:			

Joseph Mercedi  
Seller/Owner (Indicate if sole owner)

3/18/23  
Date

Michael Newell  
Seller/Owner (Indicate if sole owner)

3/18/23  
Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 24601 Woodfield School Rd.

Legal Description: LOT 24 Block B Woodfield Estates

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the seller. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
  - A. that has never been occupied; or
  - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a)(11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
  - (i) the purchaser; or
  - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

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How long have you owned the property? 35 yrs

Property System: Water, Sewage, Heating & Air Conditioning ( Answer all that apply)

Water Supply  Public  Well  Other \_\_\_\_\_

Sewage Disposal  Public  Septic System approved for 5 (# bedrooms) Other Type \_\_\_\_\_

Garbage Disposal  Yes  No

Dishwasher  Yes  No

Heating  Oil  Natural Gas  Electric  Heat Pump Age 1yr.  Other 4yrs

Air Conditioning  Oil  Natural Gas  Electric  Heat Pump Age 7yrs  Other \_\_\_\_\_

Hot Water  Oil  Natural Gas  Electric Capacity \_\_\_\_\_ Age \_\_\_\_\_  Other \_\_\_\_\_

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

2. Basement: Any leaks or evidence of moisture?  Yes  No  Unknown  Does Not Apply  
 Comments: \_\_\_\_\_

3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown  
 Type of Roof: Asphalt Age 6yrs  
 Comments: \_\_\_\_\_  
 Is there any existing fire retardant treated plywood?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

4. Other Structural Systems, including exterior walls and floors:  
 Comments: \_\_\_\_\_  
 Any defects (structural or otherwise)?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

5. Plumbing system: Is the system in operating condition?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

6. Heating Systems: Is heat supplied to all finished rooms?  Yes  No  Unknown  
 Comments: \_\_\_\_\_  
 Is the system in operating condition?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

7. Air Conditioning System: Is cooling supplied to all finished rooms?  Yes  No  Unknown  Does Not Apply  
 Comments: \_\_\_\_\_  
 Is the system in operating condition?  Yes  No  Unknown  Does Not Apply  
 Comments: \_\_\_\_\_

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?  
 Yes  No  Unknown  
 Comments: \_\_\_\_\_

8A. Will the smoke alarms provide an alarm in the event of a power outage?  Yes  No  
 Are the smoke alarms over 10 years old?  Yes  No  
 If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018?  Yes  No  
 Comments: \_\_\_\_\_

9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply  
 When was the system last pumped? Date 2018  Unknown  
 Comments: \_\_\_\_\_

10. Water Supply: Any problem with water supply?  Yes  No  Unknown

Comments: \_\_\_\_\_

Home water treatment system:  Yes  No  Unknown

Comments: \_\_\_\_\_

Fire sprinkler system:  Yes  No  Unknown  Does Not Apply

Comments: \_\_\_\_\_

Are the systems in operating condition?  Yes  No  Unknown

Comments: \_\_\_\_\_

11. Insulation:

In exterior walls?  Yes  No  Unknown

In ceiling/attic?  Yes  No  Unknown

In any other areas?  Yes  No  Unknown  
Where? Underneath dining kitchen, family room

Comments: \_\_\_\_\_

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

Yes  No  Unknown

Comments: \_\_\_\_\_

Are gutters and downspouts in good repair?  Yes  No  Unknown

Comments: \_\_\_\_\_

13. Wood-destroying insects: Any infestation and/or prior damage?  Yes  No  Unknown

Comments: \_\_\_\_\_

Any treatments or repairs?  Yes  No  Unknown

Any warranties?  Yes  No  Unknown

Comments: Yearly termite inspection

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

Yes  No  Unknown

If yes, specify below

Comments: \_\_\_\_\_

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

Yes  No  Unknown

Comments: \_\_\_\_\_

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

Yes  No  Unknown

If yes, specify below

Comments: \_\_\_\_\_

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office?  Yes  No  Does Not Apply  Unknown

Comments: \_\_\_\_\_

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

Yes  No  Unknown  If yes, specify below

Comments: \_\_\_\_\_

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

Yes  No  Unknown  If yes, specify below

Comments: \_\_\_\_\_

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes  No  Unknown

Comments: \_\_\_\_\_

NOTE: Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The seller(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The seller(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Seller(s) David Johnson Date 3/18/23

Seller(s) Michael Newell Date 3/18/23

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

### MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below: otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
  - (i) the purchaser; or
  - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

Does the seller(s) have actual knowledge of any latent defects?  Yes  No If yes, specify:

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Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_



### Regulations, Easements and Assessments (REA) Disclosure and Addendum

(Required for all Listing Agreements and Sales Contracts in Montgomery County)

The Contract of Sale dated \_\_\_\_\_, Address 24601 Woodfield School Rd.  
City GAITHERSBURG, State MO Zip 20882 between  
Seller MICHAEL A. AND SALLY L. MEROLLINI and  
Buyer \_\_\_\_\_ is hereby  
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

Notice to Seller and Buyer: This Disclosure/Addendum to be completed by the Seller shall be available to prospective buyers prior to making a purchase offer and will become a part of the sales contract for the sale of the Property. The information contained herein is the representation of the Seller. The content in this form is not all-inclusive, and the Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties. Please be advised that web site addresses, personnel and telephone numbers do change and GCAAR cannot confirm the accuracy of the information contained in this form. When in doubt regarding the provisions or applicability of a regulation, easement or assessment, information should be verified with the appropriate government agency. Further information may be obtained by contacting staff and web sites of appropriate authorities:

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.
- Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: [www.MC311.com](http://www.MC311.com)
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC), 2425 Reedic Drive, 14th Floor, Wheaton, MD 20902. Main number: 301-495-4600. Web site: <https://montgomeryplanningboard.org>
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: [www.rockvillemd.gov](http://www.rockvillemd.gov)
- State Department of Assessments & Taxation (SDAT), 301 W Preston Street, Baltimore, MD, 21201. Main Telephone Number: 410-767-1184. Website: [sdattax.maryland.gov](http://sdattax.maryland.gov)

1. **DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act?  Yes  No. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: \_\_\_\_\_
2. **SMOKE DETECTORS:** Maryland law requires that ALL smoke alarms be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed units incorporating a silence/hush button and long-life batteries. Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: [www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix\\_2013.pdf](http://www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf). In addition, Maryland law requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector.
3. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County, the City of Rockville, or the City of Gaithersburg?  Yes  No. If yes, Seller shall indicate month and year of initial offering: \_\_\_\_\_. If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.
4. **RADON DISCLOSURE:** A radon test must be performed on or before the Settlement Date of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <https://www.montgomerycountymd.gov/green/air/radon.html> for details) A Single Family Home means a single family detached or attached residential building. Single Family home does not include a residential unit that is part of a condominium regime or a cooperative housing corporation. The Seller of a Single Family Home (unless otherwise exempt below) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test MUST be performed and both Seller and Buyer MUST receive a copy of the radon test results. If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.

Is Seller exempt from the Radon Test disclosure?  Yes  No. If yes, reason for exemption: \_\_\_\_\_

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**Exemptions:**

- A. Property is NOT a "Single Family Home"
- B. Transfer is an intra-family transfer under MD Tax Property Code Section 13-207
- C. Sale is by a lender or an affiliate or subsidiary of a lender that acquired the home by foreclosure or deed in lieu of foreclosure
- D. Sale is a sheriff's sale, tax sale or sale by foreclosure, partition or by a court appointed trustee
- E. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- F. A transfer of a home to be converted by the buyer into a use other than residential or to be demolished.
- G. Property is located in the Town of Barnesville, Town of Kensington, Town of Poolesville, or City of Rockville.

If not exempt above, a copy of the radon test result is attached  Yes  No. If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency.

**NOTE:** In order to request Seller to remediate, a radon contingency must be included as part of the Contract.

**5. AVAILABILITY OF WATER AND SEWER SERVICE:**

- A. **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- B. **Well and Septic Locations:** Contact the Department of Permitting Services "DPS", Well and Septic, or visit <http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingservices.montgomerycountymd.gov/DPS/online/InformationRequest.aspx>, or for homes built before 1978, request an "as built" drawing in person using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- C. **Categories:** To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division or visit [waterworks@montgomerycountymd.gov](mailto:waterworks@montgomerycountymd.gov).

A. Water: Is the Property connected to public water?  Yes  No  
If no, has it been approved for connection to public water?  Yes  No  Do not know  
If not connected, the source of potable water, if any, for the Property is: \_\_\_\_\_

B. Sewer: Is the Property connected to public sewer system?  Yes  No  
If no, answer the following questions:  
1 Has it been approved for connection to public sewer?  Yes  No  Do not know  
2. Has an individual sewage disposal system been constructed on Property?  Yes  No  
Has one been approved for construction?  Yes  No  
Has one been disapproved for construction  Yes  No  Do not know  
If no, explain: \_\_\_\_\_

C. Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known) \_\_\_\_\_ . This category affects the availability of water and sewer service as follows (if known) \_\_\_\_\_

D. Recommendations and Pending Amendments (if known):  
1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: \_\_\_\_\_  
2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: \_\_\_\_\_

E. Well and Individual Sewage System: When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.

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By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

\_\_\_\_\_  
Buyer Date Buyer Date

6. **CITY OF TAKOMA PARK:** If this Property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. See GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws.
7. **HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS:** The Property is located in a  Homeowners Association with mandatory fees (HOA) (refer to GCAAR HOA Seller Disclosure / Resale Addendum for MD, attached), and/or  Condominium Association (refer to GCAAR Condominium Seller Disclosure / Resale Addendum for MD, attached) and/or  Cooperative (refer to GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC, attached) and/or  Other (ie: Homeowners Association/Civic Association WITHOUT dues):
8. **UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit [www.mde.state.md.us](http://www.mde.state.md.us) Does the Property contain an UNUSED underground storage tank?  Yes  No  Unknown. If yes, explain when, where and how it was abandoned:
9. **DEFERRED WATER AND SEWER ASSESSMENT:**
- A. **Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**  
Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bills?  Yes  No  
If yes, EITHER  the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ \_\_\_\_\_, OR  Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, OR  a local jurisdiction has adopted a plan to benefit the Property in the future.
- B. **Private Utility Company:**  
Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills?  Yes  No. If yes, complete the following:

**EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES**

This Property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ \_\_\_\_\_ payable annually in \_\_\_\_\_ (month) until \_\_\_\_\_ (date) to \_\_\_\_\_ (name and address) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this Property, and is not in any way a fee or assessment imposed by the county in which the Property is located.

If a Seller subject to this disclosure fails to comply with the provisions of this section:

- (1) Prior to Settlement, the Buyer shall have the right to rescind the Contract and to receive a full refund of all deposits paid on account of the Contract, but the right of rescission shall terminate 5 days after the Seller provides the Buyer with the notice in compliance with this section.
- (2) Following Settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

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10. **SPECIAL PROTECTION AREAS (SPA):**

Refer to [montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/](http://montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/) or [montgomerycountymd.gov/water/streams/spa.html](http://montgomerycountymd.gov/water/streams/spa.html) for explanations of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA," contact: [MaryJo.Kishter@montgomeryplanning.org](mailto:MaryJo.Kishter@montgomeryplanning.org), or call 301-495-4701.

Is this Property located in an area designated as a Special Protection Area?  Yes  No.

If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply.

Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

- A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
- B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls. An SPA may be designated in:
  - (1) a land use plan;
  - (2) the Comprehensive Water Supply and Sewer System Plan;
  - (3) a watershed plan; or
  - (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

The Buyer acknowledges by signing this disclosure that the Seller has disclosed to the Buyer the information contained in Sections A and B before Buyer executed a contract for the above-referenced Property. Further information is available from the staff and website of Maryland-National Capital Area Park and Planning Commission (M-NCPPC).

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

11. **PROPERTY TAXES:** Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "[Frequently Asked Questions](#)" section located at <https://www.montgomerycountymd.gov/finance/taxes/faqs.html> and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at <https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx> - this provides tax information from the State of Maryland.

- A. **Current Tax Bill:** IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at <https://apps.montgomerycountymd.gov/realpropertytax/>.
- B. **Estimated Property Tax & Non-Tax Charges:** IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at [www.montgomerycountymd.gov/estimatedtax](http://www.montgomerycountymd.gov/estimatedtax).

\_\_\_\_\_  
*Buyer's Initials*

Buyer acknowledges receipt of both tax disclosures.

12. **DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:**

A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance. FAQs regarding Development Districts can be viewed at <https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607>. Seller shall choose one of the following:

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- The Property is located in an EXISTING Development District: Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is \$ \_\_\_\_\_ each year. A map reflecting Existing Development Districts can be obtained at [https://www2.montgomerycountymd.gov/estimatedtax/map/Existing\\_DevDistricts.pdf/](https://www2.montgomerycountymd.gov/estimatedtax/map/Existing_DevDistricts.pdf/).

OR

- The Property is located in a PROPOSED Development District: Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$ \_\_\_\_\_ each year. A map reflecting Proposed Development Districts can be obtained at [https://www2.montgomerycountymd.gov/estimatedtax/map/dev\\_districts.pdf](https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf/).

OR

- The Property is not located in an existing or proposed Development District.

**13. TAX BENEFIT PROGRAMS:**

The Property may currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:

- A. Forest Conservation and Management Program (FC&MP): Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA?  Yes  No. If yes, taxes assessed shall be paid by  the Buyer OR  the Seller.
- B. Agricultural Program: Is the Property subject to agricultural transfer taxes?  Yes  No. If yes, taxes assessed as a result of the transfer shall be paid by  the Buyer OR  the Seller. Confirm if applicable to this Property at <https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx>.
- C. Other Tax Benefit Programs: Does the Seller have reduced property taxes from any government program?  
 Yes  No. If yes, explain: \_\_\_\_\_

**14. RECORDED SUBDIVISION PLAT:**

Plats are available at the MNCPPC or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the Property. Plats are also available online at [http://www.montgomeryplanning.org/info/plat\\_maps.shtml](http://www.montgomeryplanning.org/info/plat_maps.shtml) or at [www.plats.net](http://www.plats.net). Buyers shall check ONE of the following:

\_\_\_\_\_  
 Buyer's Initials

- A. Unimproved Lot and New Construction: If the Property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.
- OR
- B. Resale/Acknowledged Receipt: If the Property is not an unimproved lot or a newly constructed house (i.e. resale), the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.
- OR
- C. Resale/Waived Receipt: For Resale properties only, Buyer hereby waives receipt of a copy of such plat at time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

15. **AGRICULTURAL RESERVE DISCLOSURE NOTICE:**

This Property  is  is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosure requirements are contained in GCAAR Agricultural Zone Disclosure Notice, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at SDAT and Montgomery County Zoning Layer (MC Atlas).

16. **NOTICE CONCERNING CONSERVATION EASEMENTS:**

This Property  is  is not subject to a Conservation Easement. If applicable, GCAAR Conservation Easements Addendum is hereby provided. See <https://mccdas.org/FCE/> for easement locator map.

17. **GROUND RENT:**

This Property  is  is not subject to Ground Rent. See Property Subject to Ground Rent Addendum.

18. **HISTORIC PRESERVATION:**

Check questionable properties' status with the Montgomery County Historic Preservation Commission (301-563-3400) or go to <http://www.montgomeryplanning.org/historic/index.shtml>, to check applicability. Buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

- A. City of Rockville: Montgomery County Code §40-12A has been adopted by the City of Rockville.
- B. City of Gaithersburg: Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.
- C. Other: Contact the local municipality to verify whether the Property is subject to any additional local ordinance.

Has the Property been designated as an historic site in the master plan for historic preservation?  Yes  No.

Is the Property located in an area designated as an historic district in that plan?  Yes  No.

Is the Property listed as an historic resource on the County location atlas of historic sites?  Yes  No.

Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this Property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. If the Property is located within a local municipality, contact the local government to verify whether the Property is subject to any additional local ordinances.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

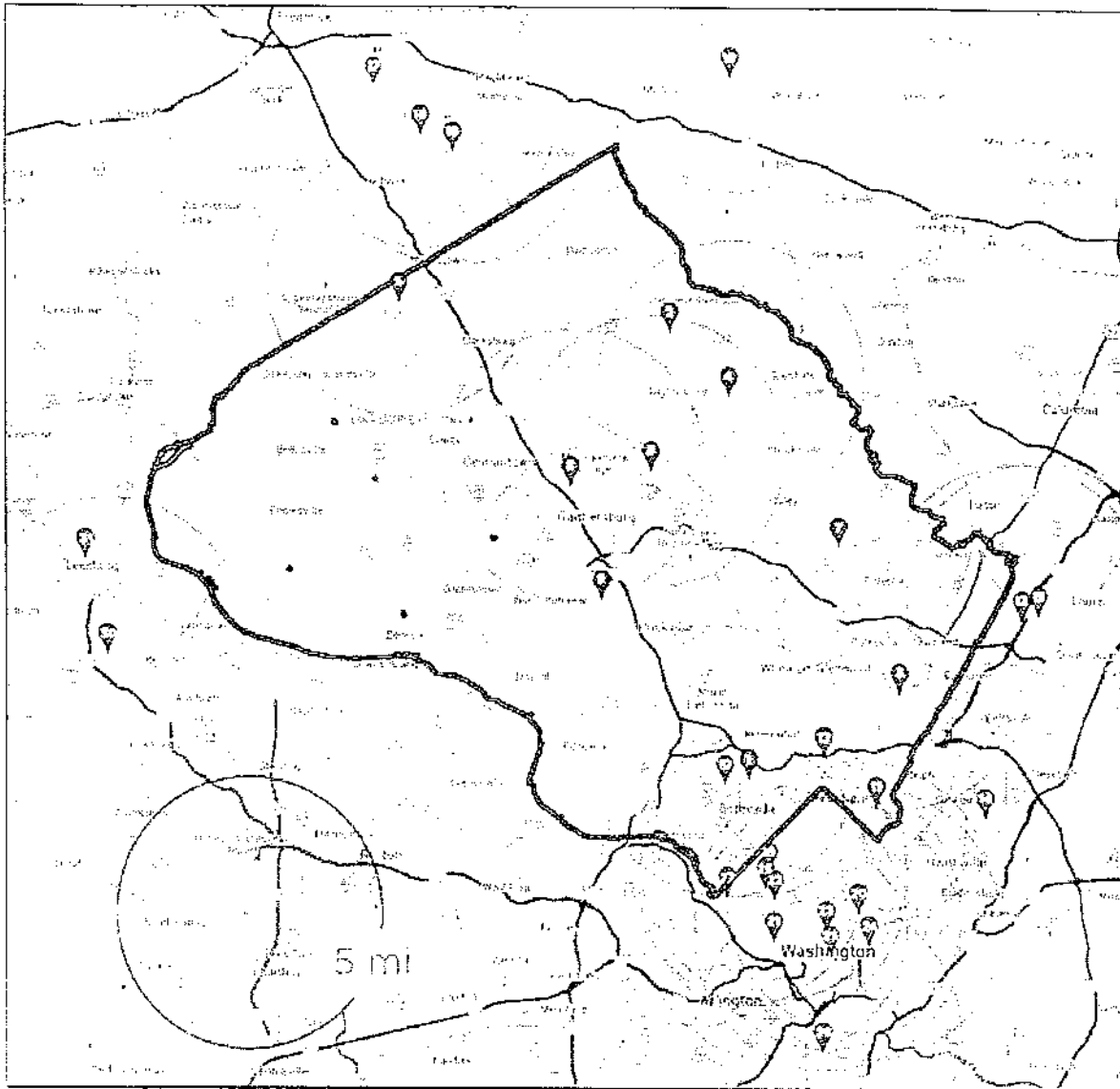
19. **MARYLAND FOREST CONSERVATION LAWS:**

A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the Forest Conservation Law. The Buyer is required to comply with the Forest Conservation Law, Chapter 22A of the Montgomery County Code. In order to assure compliance with the law, the Buyer is notified of the need to contact the Countywide Environmental Planning Division of the Maryland-National Capital Park and Planning Commission (M-NCPPC), whether it means obtaining a written exemption from the Forest Conservation Laws from M-NCPPC or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by M-NCPPC.

B. **Forest Conservation Easements:** Seller represents and warrants that the Property  is  is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

20. **AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 8/1/2018. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list: [http://www.faa.gov/airports/airport\\_safety/airportdata\\_5010](http://www.faa.gov/airports/airport_safety/airportdata_5010).

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**MONTGOMERY COUNTY**

- |                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. Walter Reed National Medical Center Heliport, 8901 Rockville Pike, Bethesda, MD 20889</li> <li>2. Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879</li> <li>3. Dow Jones &amp; Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904</li> <li>4. Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882</li> </ol> | <ol style="list-style-type: none"> <li>5. Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842</li> <li>6. IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879</li> <li>7. Maryland State Police Heliport, 7915 Montrose Road, Rockville, MD 20854</li> <li>8. Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879</li> <li>9. Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850</li> </ol> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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- 10. Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814
  - 11. Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912
  - 12. Holy Cross Hospital, 1500 Forest Glen Road, Silver Spring, MD, 20910
  - 13. Holy Cross Germantown, 19801 Observation Dr., Germantown, MD, 20876
- PRINCE GEORGE'S COUNTY**
- 14. Citizens Bank Helipad, 14401 Sweitzer Lane, Laurel, MD 20707
  - 15. College Park, 1909 Cpl Frank Scott Drive, College Park, MD 20740
  - 16. The Greater Laurel Beltsville Hospital, 7100 Contee Road, Laurel, MD 20707

**FREDERICK COUNTY**

- 17. Faus-Burhans Airport, 9401 Ball Road, Ijamsville, MD 21754
- 18. Ijamsville Airport, 9701C. Reichs Ford Road, Ijamsville, MD 21754
- 19. Stol-Crest Airfield, 3851 Price's Distillery Road, Urbana, MD 21754

**CARROLL COUNTY**

- 20. Walters Airport, 7017 Watersville Road, Mt. Airy, MD 21771

**DISTRICT OF COLUMBIA**

- 21. Bolling Air Force Base, 238 Brookley Avenue, SW, 20032

- 22. Children's National Medical Center, 111 Michigan Avenue, NW, 20010
- 23. Washington Hospital Center, 110 Irving Street, NW, 20010
- 24. Georgetown University Hospital, 3800 Reservoir Road, NW, 20007
- 25. Metropolitan Police, Dist.2, 3320 Idaho Avenue, NW, 20007
- 26. Metropolitan Police, Dist.3, 1620 V Street, NW, 20007
- 27. Metropolitan Police, Dist.5, 1805 Bladensburg Road, NE, 20002
- 28. National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
- 29. Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016
- 30. Police Harbor Patrol Branch, Water St, SW, 20024
- 31. Stewart Office Pad, Stewart Petroleum Co., 4640 40th Street, NW, 20015
- 32. Former Washington Post Building, 1150 15th Street, NW, 20017

**VIRGINIA**

- 33. Ronald Reagan Washington National Airport, Arlington County 20001
- 34. Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
- 35. Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075
- 36. Dulles International Airport, I Saarinen Cir, Dulles, VA 20156

21. **ENERGY EFFICIENCY DISCLOSURE NOTICE:** Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:

- A. **Information Disclosure:** Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information:  
<http://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf>
- B. **Usage History:** Has the home been owner-occupied for the immediate prior 12 months?  Yes  No If property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. Sellers may use **GCAAR Utility Cost and Usage History Form** to disclose the utility costs and usage history.

22. **SCHOOL BOUNDARY NOTICE:** The Montgomery County Board of Education periodically reviews and amends school boundaries for each school within the Montgomery County Public Schools (MCPS) system. School boundaries designated for this Property are subject to change and Buyer is advised to verify current school assignments with MCPS.

By signing below, Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

*Sarah Newell* 3/20/23  
 Seller Date

\_\_\_\_\_  
 Buyer Date

*Michael Newell* 3/20/23  
 Seller Date

\_\_\_\_\_  
 Buyer Date

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**NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER  
MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW**

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to the Contract of Sale between Buyer \_\_\_\_\_ and Seller Michael A. AND Sarah L. Merollini for the Property known as 24601 Woodfield School Rd.

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installment contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
  - (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation;
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
  - (iv) Plumbing, electrical, heating, and air conditioning systems;
  - (v) Infestation of wood-destroying insects;
  - (vi) Land use matters;
  - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
  - (ix) Whether the smoke alarms:
    - 1. will provide an alarm in the event of a power outage;
    - 2. are over 10 years old; and
    - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
  - (x) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

**OR**

- (B) A written disclaimer statement providing that:
  - (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
  - (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

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At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void.

Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702 (i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

<u>Isiah Meloni</u> Seller's Signature	<u>3/17/23</u> Date	_____	_____
<u>Michael Meloni</u> Seller's Signature	<u>3/17/23</u> Date	_____	_____
<u>Audrey Brongie</u> Agent's Signature	_____	_____	_____

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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 24601 Woodfield School Rd.

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

Built in 1978

AND

Additions 1990 & 1992-

The Property \_\_\_\_\_ / \_\_\_\_\_ is or is / is not registered in the Maryland Program (*Seller to initial applicable line*).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (*Seller to initial applicable line*) \_\_\_\_\_ / \_\_\_\_\_ has; or \_\_\_\_\_ / \_\_\_\_\_ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (*Seller to initial applicable line*) \_\_\_\_\_ / \_\_\_\_\_ will; OR \_\_\_\_\_ / \_\_\_\_\_ will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. \_\_\_\_\_ / \_\_\_\_\_ (BUYER)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Audrey Primozic 3/17/23  
Seller Date Buyer Date

Michael Mawlin 3/17/23  
Seller Date Buyer Date

Audrey Primozic  
Seller's Agent Date Buyer's Agent Date  
Audrey Primozic

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Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

PROPERTY ADDRESS: 24601 Woodfield School Rd.

- There are parts of the property that still exist that were built prior to 1978 OR No parts of the property were built prior to 1978 OR Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.

LEAD WARNING STATEMENT FOR BUYERS: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE:

(A) Presence of lead-based paint and/or lead-based paint hazards

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the Seller:

Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

Buyer has read the Lead Warning Statement above.

Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.

Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).

Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT: (Agent to initial)

Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Handwritten signatures and dates for Seller, Buyer, and Agent for Buyer.

GCAAR # 907A: Federal Lead Paint Sales Disclosure - MC & DC

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2/2016



### Closing Disclosure Authorization

PROPERTY ADDRESS: 24601 Woodfield School Rd.

BUYER: \_\_\_\_\_

SELLER: Michael A. AND Sarah L. Merallini

Buyer and Seller hereby authorize the Closing Agent/Closing Attorney to distribute a copy of the final combined or Seller's Closing Disclosure to the Brokers involved in the transaction for the above-listed property.

<u>Sarah Merallini</u>	<u>3/17/23</u>
SELLER	DATE
<u>Michael Merallini</u>	<u>3/17/23</u>
SELLER	DATE

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

Weichert, REALTORS  
Listing Firm

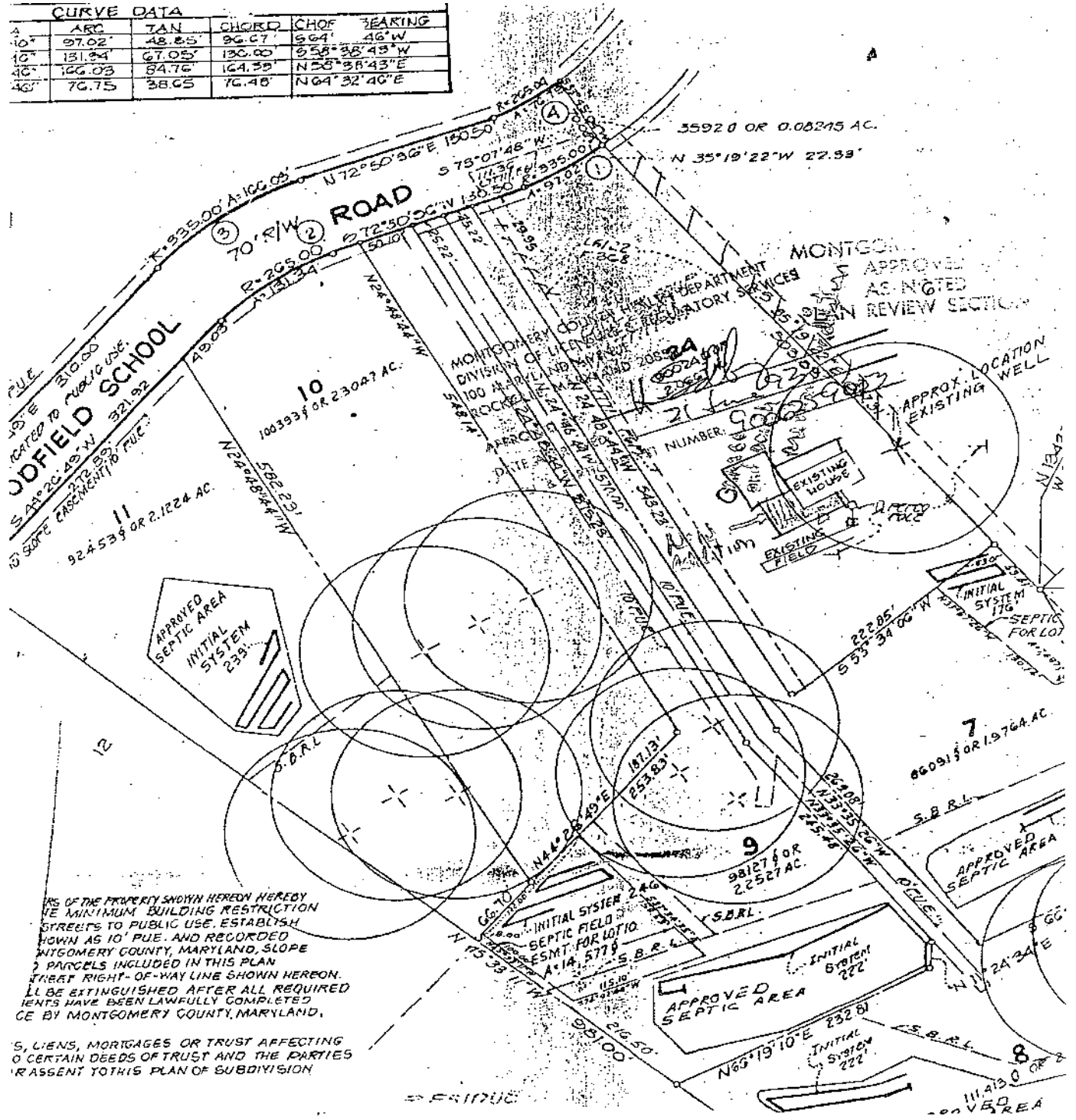
Participating Firm

Audrey Primosic  
Listing Agent

Participating Agent

24601 Woodfield School Road  
 Gaithersburg, MD 20882  
 Lot: 24, Block: B  
 Woodfield Estates

CURVE DATA				
ANGLE	ARC	TAN	CHORD	CHORD BEARING
10°	97.02'	48.85'	96.67'	S64° 46' W
10°	131.94'	67.05'	130.00'	S58° 38' 43" W
16°	166.03'	84.76'	164.35'	N58° 38' 43" E
16°	76.75'	38.65'	76.46'	N64° 32' 46" E



ALL RIGHTS OF THE PROPERTY SHOWN HEREON HEREBY  
 THE MINIMUM BUILDING RESTRICTION  
 STREETS TO PUBLIC USE, ESTABLISH  
 DOWN AS 10' P.U.E. AND RECORDED  
 MONTGOMERY COUNTY, MARYLAND. SLOPE  
 PARCELS INCLUDED IN THIS PLAN  
 STREET RIGHT-OF-WAY LINE SHOWN HEREON.  
 ALL BE EXTINGUISHED AFTER ALL REQUIRED  
 TENTS HAVE BEEN LAWFULLY COMPLETED  
 CE BY MONTGOMERY COUNTY, MARYLAND.

ALL LIENS, MORTGAGES OR TRUST AFFECTING  
 CERTAIN DEEDS OF TRUST AND THE PARTIES  
 ASSSENT TO THIS PLAN OF SUBDIVISION

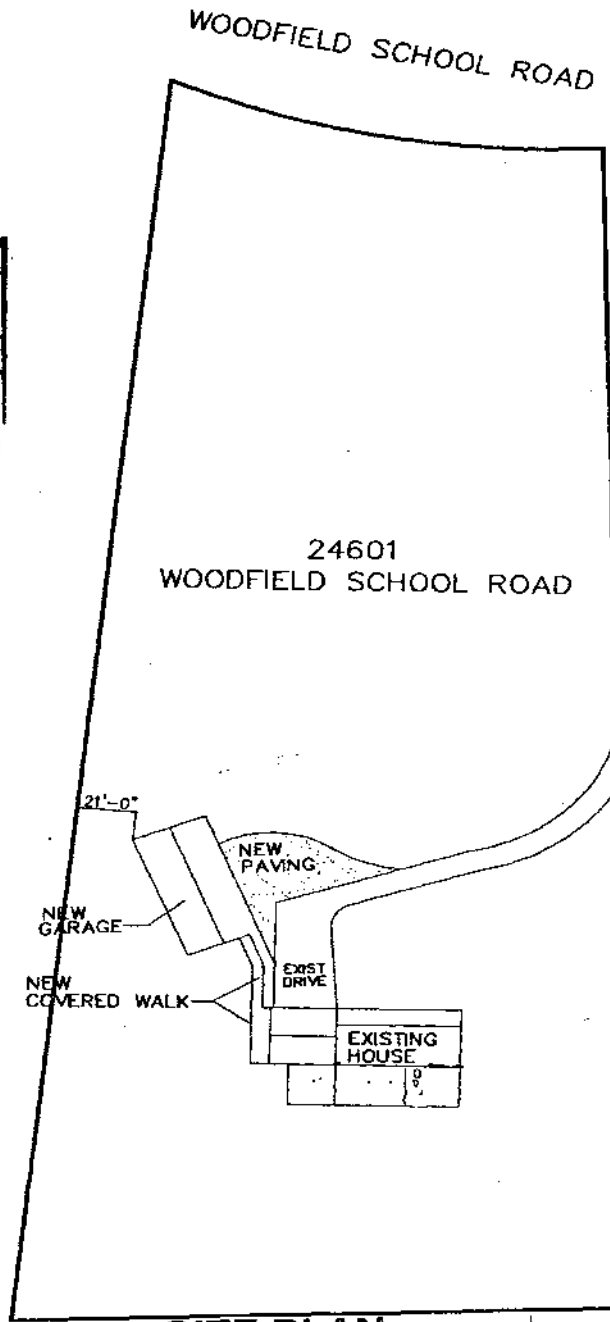
Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

24601 Woodfield School Road  
Lot:24; Block: B  
Woodfield Estates

MONTGOMERY COUNTY, MARYLAND  
DEPARTMENT OF PERMITTING SERVICES  
WELL AND SEPTIC

APPROVED BY VPH  
DATE APPROVED 8-8-03  
PERMIT NUMBER 315049



**SITE PLAN**  
SCALE: 1" = 60'-0"

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

24601 Woodfield School Road  
Lot:24 Block: B  
Woodfield Estates

12-1-2796412  
Tax Account No./Parcel Identifier

Made this 9th day of November, 19 88, by and between  
DUVALL PICKETT, INC., a Maryland corporation  
party(ies) of the first part, and  
MICHAEL A. MEROLLINI and SARAH L. MEROLLINI  
party(ies) of the second part:

Witnesseth, that in consideration of the sum of \$ 185,000.00 receipt of which is hereby  
acknowledged, and which party(ies) of the first part certify under the penalties of perjury as the actual considera-  
tion paid or to be paid, including the amount of any mortgage or deed of trust outstanding, the said party(ies) of  
the first part do(es) grant and convey unto the party(ies) of the second part in fee simple as tenants by  
the entireties all that property situate in Montgomery County, State of Maryland,  
described as:

Lot numbered Twenty-four (24) in Block lettered "B" in a subdivision  
known as "WOODFIELD ESTATES" as per plat thereof recorded in Plat  
Book 149 at Plat No. 17065 among the Land Records of Montgomery County,  
Maryland.

Together with a fifteen foot (15') ingress and egress easement  
Lot 6, Block B, Woodfield Estates, per Declaration of Easement  
Installation, Maintenance and Repair of Driveway dated October 17, 1988,  
recorded October 18, 1988 in Liber 8519 at folio 845.

1988 NOV 10 PM 2:32

FILED  
HOWARD W. SMITH  
CLERK'S OFFICE  
MONTGOMERY CO. MD.

RTX  
AGREEMENT  
PAID  
1988 NOV 10  
TRANG  
AMOUNT  
DEED  
FILE  
MIN  
3.00  
1.00

RECEIVED FOR TRANSACTIONS  
State Department of PARCEL ID  
Assessments & Taxation  
for Montgomery County  
19165  
Date

AGRICULTURE TRANSFER TAX IN THE  
AMOUNT OF \$ Nil  
SIGNATURE LN

which has an address of 24601 Woodfield School Road, Gaithersburg, Maryland

Subject to covenants, easements and restrictions of record.

On Here and to Hold said land and premises above described or mentioned and hereby intended to be  
conveyed, together with the buildings, and improvements thereupon erected, made or being, and all and every title,  
right, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and for the  
proper use only, benefit and behalf forever of said party(ies) of the second part in fee simple.  
Being the same property described in Liber 8436 folio 592, among the said Land Records.

And the said party(ies) of the first part covenants that it will warrant specially the property hereby con-  
veyed and that it will execute such further assurances of said land as may be requisite or necessary.

In Testimony Whereof, the said Duvall Pickett, Inc. hath  
on the 9th day of November, 19 88 caused these presents to be signed by Louis J.  
Jaquinta its President and attested by its Secretary Gary Burton  
and its corporate seal to be hereunto affixed, and both hereby appoint Louis J. Jaquinta  
its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

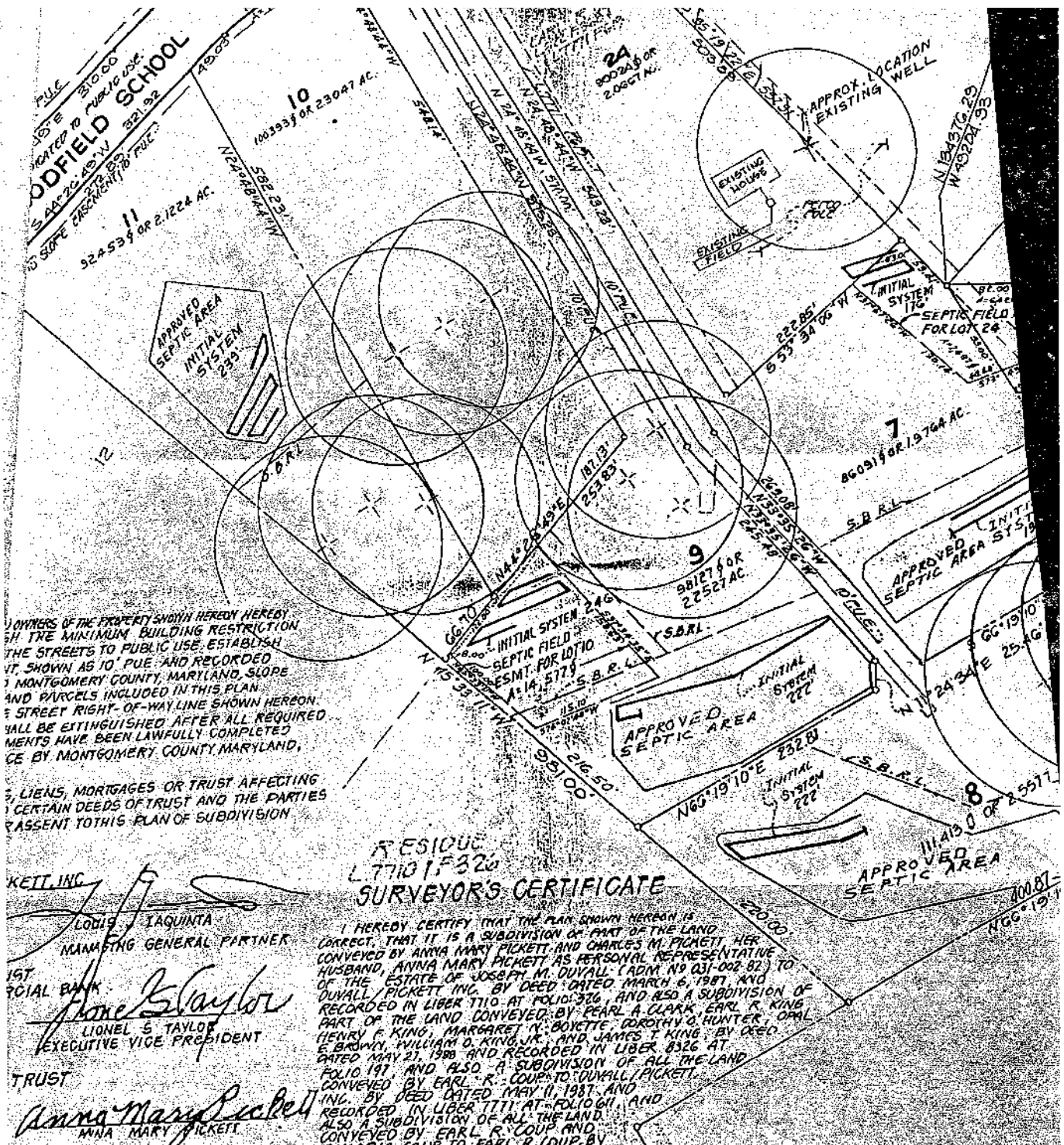
Attest:  
Gary Burton Secretary  
By Louis J. Jaquinta President  
DUVALL PICKETT, INC.

I certify that this instrument was prepared under the supervision of an attorney admitted

Purchaser's Signature Date

Purchaser's Signature Date

24601 Woodfield School Road  
 Lot:24 Block: B  
 Woodfield Estates



OWNERS OF THE PROPERTY SHOWN HEREBY HEREBY  
 WITH THE MINIMUM BUILDING RESTRICTION  
 THE STREETS TO PUBLIC USE, ESTABLISHED  
 AS SHOWN AS 10' P.U.E. AND RECORDED  
 IN MONTGOMERY COUNTY, MARYLAND, SLOPE  
 AND PARCELS INCLUDED IN THIS PLAN  
 THE STREET RIGHT-OF-WAY LINE SHOWN HEREON  
 SHALL BE EXTINGUISHED AFTER ALL REQUIRED  
 PERMITS HAVE BEEN LAWFULLY COMPLETED  
 BY MONTGOMERY COUNTY, MARYLAND,  
 AND ALL LIENS, MORTGAGES OR TRUST AFFECTING  
 CERTAIN DEEDS OF TRUST AND THE PARTIES  
 ASSSENT TO THIS PLAN OF SUBDIVISION

**RESIDUE  
 L77101F326  
 SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS  
 CORRECT, THAT IT IS A SUBDIVISION OF PART OF THE LAND  
 CONVEYED BY ANNA MARY PICKETT AND CHARLES M. PICKETT, HER  
 HUSBAND, ANNA MARY PICKETT AS PERSONAL REPRESENTATIVE  
 OF THE ESTATE OF JOSEPH M. DUVAL (ADM. NO. 031-002-82) TO  
 DUVAL/PICKETT INC. BY DEED DATED MARCH 6, 1987, AND  
 PART OF THE LAND CONVEYED BY PEARL A. CLARK, EARL R. KING,  
 HENRY F. KING, MARGARET N. BOYETTE, DOROTHY O. HUNTER, OPAL  
 E. BROWN, WILLIAM D. KING, JR., AND JAMES T. KING, BY DEED  
 DATED MAY 27, 1988 AND RECORDED IN LIBER 8326 AT  
 FOLIO 197, AND ALSO A SUBDIVISION OF ALL THE LAND  
 CONVEYED BY EARL R. COUP TO DUVAL/PICKETT  
 INC. BY DEED DATED MAY 11, 1987, AND  
 RECORDED IN LIBER 7711 AT FOLIO 611, AND  
 ALSO A SUBDIVISION OF ALL THE LAND  
 CONVEYED BY EARL R. COUP AND  
 RECORDED IN LIBER 8109 AT FOLIO 109.

**KETT, INC.**  
 LONNIE LAQUINTA  
 MANAGING GENERAL PARTNER  
 1ST FIDELITY BANK  
*Lionel S. Taylor*  
 LIONEL S. TAYLOR  
 EXECUTIVE VICE PRESIDENT  
 TRUST  
*Anna Mary Pickett*  
 ANNA MARY PICKETT

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_





**COMPLETION CERTIFICATE**

This is to certify that the

(  ) excreta disposal system constructed by

HY + LOWE

( ) water well drilled by:

( ) water system installed by:

and located at

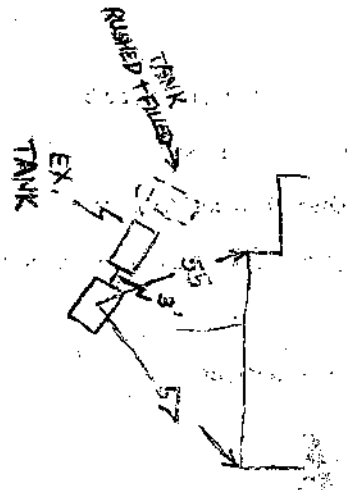
..... Lot ..... Block .....

Subdivision .....

has been installed in compliance with the terms of Permit No. .... and permission is given to fill in the excavations, to render the system fit for use, and to occupy the building for dwelling or business purposes.

**COUNTY HEALTH OFFICER**

Date ..... By .....



**SKETCH**

**INSPECTION HISTORY AND APPROVED CHANGES**

Show dates and initials for all actions.

Indicate intermediate approvals given and calls for inspection rec

5-19-93 TANK OK. S.W.O. BACKHOE VPM

5-19-93 Mo CoFS, D.S., Pa

Tank only ABC

*(Faint, illegible text, possibly a stamp or bleed-through)*

**Purchaser's Signature**

**Date**

**Purchaser's Signature**

**Date**

MONTGOMERY COUNTY WELL AND EXCRETA DISPOSAL PERMIT  
DEPARTMENT OF HEALTH  
DIVISION OF LICENSURE & REGULATORY SERVICES  
738-3060

PERMIT NO. 9006259003  
APPLI. NO. 18203  
GRID

Upon application made by Michael Merollini Telephone No. 253-9463

permission is hereby granted to Michael Merollini Telephone No. \_\_\_\_\_

(Owner) to ~~construct~~, reconstruct an (~~in~~) excreta disposal system and/or ~~an exterior water supply~~  
~~system~~ to serve ~~an~~, an existing building for use as a dwelling containing 6 bedrooms; for use  
as a

and located at 24601 Woodfield School Rd., Gaithersburg, MD

on Lot 24 Block B Subdivision Woodfield Estate  
or Plate Grid Parcel

THE CONDITIONS SPECIFIED BELOW ARE PART OF THIS PERMIT. ANY CHANGES IN THE  
TERMS OF THE PERMIT OR THE USE OF THE BUILDING SHALL BE BY WRITTEN  
APPROVAL OF THE APPROVING AUTHORITY ONLY.

NO BUILDING SHALL BE OCCUPIED AND NO EXCAVATION SHALL BE COVERED UNTIL THE OWNER HAS  
OBTAINED WRITTEN APPROVAL FROM THE APPROVING AUTHORITY OR HIS DULY AUTHORIZED REPRESENTATIVE. NOTIFY THE DEPARTMENT OF HEALTH 48 HOURS BEFORE EXCAVATIONS ARE TO BE  
BACKFILLED.

Date Issued: June 25, 1990  
Date Expires: December 25, 1990  
Date Extended:

APPROVING AUTHORITY, MARYLAND STATE  
DEPARTMENT OF HEALTH & MENTAL HYGIENE

By   
Montgomery County  
Department of Health

CONDITIONS

ALL DIRECTIONS ARE GIVEN FACING THE PROPERTY FROM

1. Limits of well location: Existing Permit #B1254  
*5-21-9 KMK*
2. Size of septic tank: ~~Existing~~ 1000 GALLON (TOP OF TANK TO BE WITHIN 18" OF FINISHED GRADE)
3. Percolation test: 1 inch in 6 minutes at 4½ feet and 14 feet
4. Size of absorption system: 176 Feet of trench 2 feet wide with 4 feet of 2 inch stone.  
Bottom of trench(es) to be 8½ feet below natural grade.
5. Location: 1st trench to begin as per attached site plan. Trenches to be installed  
on contour.
6. Other special conditions: Trenches/fields to be at least 100 feet from any well.  
Trenches to be connected in series. Starting point of initial system to be surveyed  
in by a registered land surveyor. No basement plumbing facilities by gravity flow  
Approved in Executive Regulation 39-87.  
*NEW TANK TO BE CONNECTED IN SERIES WITH EXISTING TANK.*

White Original - FIELD

Pink - PLUMBER

DISTRIBUTION

Blue - WELL DRILLER

Yellow - OFFICE

Purchaser' Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser' Signature \_\_\_\_\_ Date \_\_\_\_\_

**COMPLETION CERTIFICATE**

This is to certify that the

(  ) excreta disposal system constructed by

HY + LOWE

(  ) water well drilled by:

(  ) water system installed by:

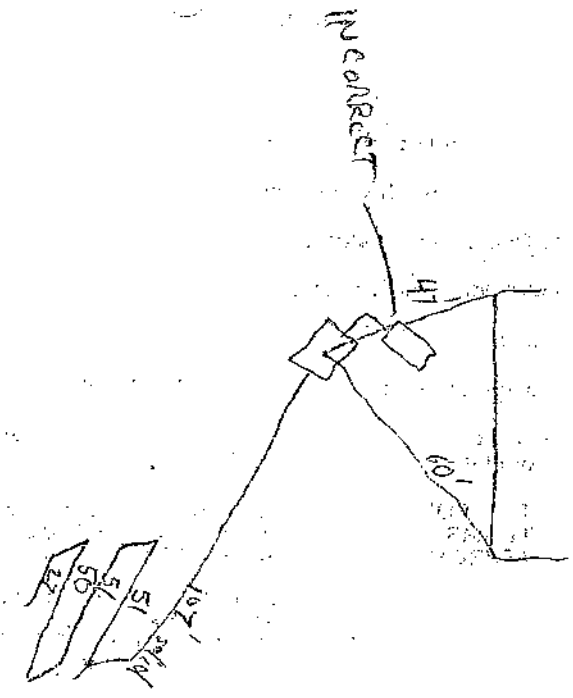
and located at

Lot 24 Block B3

Subdivision Woodfield Estates  
 has been installed in compliance with the terms of  
 Permit No. \_\_\_\_\_ and permission is given to  
 fill in the excavations, to render the system fit for  
 use, and to occupy the building for dwelling or business  
 purposes.

COUNTY HEALTH OFFICER

Date 10/16/90 By [Signature]



SKETCH

**INSPECTION HISTORY AND APPROVED CHANGES**

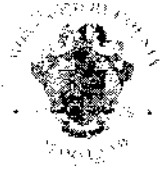
Show dates and initials for all actions.

Indicate intermediate approvals given and calls for inspection received.

8-22-90 OPEN # 3-50, # 4-27 OK JPH  
 FINAL # 3 + # 4 OK, OPEN # 2 30 OK  
 REMINDER OPEN (S) WAIVED JPH  
 8/17/90 Final, Approved, (500) JPH

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_



**Real Property Estimated Tax  
and Other Non-tax Charges  
a new owner will pay  
in the first full fiscal year of ownership**

**ACCOUNT NUMBER:** 02796412

**PROPERTY:**

**OWNER NAME** MEROLLINI MICHAEL A & S L

**ADDRESS** 24601 WOODFIELD SCHOOL RD  
GAITHERSBURG , MD 20882-3809

**TAX CLASS** 42

**REFUSE INFO** Refuse Area: R17  
Refuse Unit: 1

**TAX INFORMATION:**

TAX DESCRIPTION	LY23 PHASE-IN VALUE <sub>1</sub>	LY23 RATE <sub>2</sub>	ESTIMATED FY23 TAX/CHARGE
STATE PROPERTY TAX	656,433	.1120	\$735.2
COUNTY PROPERTY TAX <sub>3</sub>	656,433	1.0402	\$6,828.22
SOLID WASTE CHARGE <sub>4</sub>		293.2600	\$293.26
BAY RESTORATION FUND			\$60
WATER QUALITY PROTECT CHG (SF <sub>4</sub> )			\$378
<b>ESTIMATED TOTAL<sub>6</sub></b>			<b>\$8,294.68</b>

\_\_\_\_\_  
**Purchaser' Signature      Date**

\_\_\_\_\_  
**Purchaser' Signature      Date**

The following footnote references apply only if the table above has a foot number reference.

1. Phase in value comes from the data base at the Maryland Department of Assessments and Taxation <http://www.dat.state.md.us/>, Real Property Data Search. The phase in value is for the next fiscal year, if available, otherwise the phase in value is for current fiscal year.
2. Tax rates come from the current property tax bill, which also may include several non-tax charges, at the web page of the County Government's Department of Finance: <https://www.montgomerycountymd.gov/finance>. Look for a link to "Pay or view your property tax bill on line".
3. County Property Tax is the sum of the General Fund tax and several special fund taxes.
4. All non-tax charges (for example Solid Waste, Water Quality Protection, Bay Restoration Fund, WSSC) are the charges in the current fiscal year. These charges may be different in the next fiscal year.
5. This property is located in an **existing** development district. Each year a special development district assessment must be paid. Effective every July 1st, the rate will change based on changes in the property assessment and debt service requirements. More information is available in the FAQ section of this website.
6. You must update the estimate for the property taxes and other non-tax charges
  - a. Every July 1, because the tax rates, phase-in values, and other non-tax charges will or may change; AND ALSO
  - b. In early January if the calculation used the phase-in value for the current fiscal year instead of the phase-in value for the next fiscal year, because SDAT had not yet specified the phase in value for the next fiscal year. This occurs in the period July 1 - early January in the third year of the three year assessment cycle.
7. This property is located in a **proposed** development district. At some date in the future, development district taxes may be levied to pay debt service on bonds issued to build infrastructure in the district. It is important that property owners recognize that this additional tax may be levied in the future. The rate indicated above is an estimate and will change once the district is created and bonds are issued. More information is available in the FAQ section of this website.
8. The Proposed Estimated Total includes all actual and proposed taxes and non-tax charges relative to this property.
9. This is a one time charge assessed against this property and is not an annual fee. It should be paid before the property is sold and will remain due until paid.

---

**Purchaser' Signature**      **Date**

---

**Purchaser' Signature**      **Date**



REAL PROPERTY CONSOLIDATED TAX BILL

ANNUAL BILL
TAX PERIOD 07/01/2023-06/30/2024
FULL LEVY YEAR
LEVY YEAR 2023

Department of Finance
Division of Treasury
27 Courthouse Square, Suite 200
Rockville, MD 20850

Hours: 8:00 a.m. - 4:30 p.m.
Mon. - Fri.

MEROLLINI MICHAEL A & S L
24601 WOODFIELD SCHOOL RD
GAITHERSBURG, MD 20882-3809

PRINCIPAL RESIDENCE

Table with columns: LOT, BLOCK, DISTRICT, SUB, TAX CLASS, BILL #, ACCOUNT #, MORTGAGE INFORMATION, PROPERTY ADDRESS, REFUSE AREA, REFUSE UNITS, TAX DESCRIPTION, ASSESSMENT, RATE, TAX/CHARGE, CREDIT DESCRIPTION, AMOUNT, PRIOR PAYMENTS, INTEREST. Includes sub-tables for BILL DATE, PROPERTY DESCRIPTION, CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT, and TAX RATE INFORMATION.

YOU CAN VIEW AND PAY YOUR BILL ON THE INTERNET AT apps.montgomerycountymd.gov/realpropertytax

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH PAYMENT
REAL PROPERTY CONSOLIDATED TAX BILL
TAX PERIOD 07/01/2023 - 06/30/2024
FULL LEVY YEAR

Table with columns: BILL #, 43248346

Make Check Payable to:
Montgomery County, MD

Check here if your address changed & enter change on reverse side.

Table with columns: ACCOUNT #, LEVY YEAR, AMOUNT DUE. Values: 02796412, 2023, 3,801.37

MEROLLINI MICHAEL A & S L
24601 WOODFIELD SCHOOL RD
GAITHERSBURG, MD 20882-3809

DUE SEP 30 2023
PLEASE INDICATE AMOUNT BEING PAID

Table with columns: AMOUNT PAID

20820230432483469000038013700000000000

Purchaser's Signature Date

Purchaser's Signature Date



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Consent for Dual Agency

*(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")*

### When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

### Important Considerations Before Making a Decision About Dual Agency

A broker or the broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed this Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

### Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement the buyer may choose not to be represented but simply receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written brokerage agreement with a different company.



**Duties of a Dual Agent and Intra-Company Agent**

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; \*
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

\* Dual agents and intra-company agents must disclose material facts about a property to all parties.

**How Dual Agents Are Paid**

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

**Consent for Dual Agency**

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I refuse to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby consent to have

Weichert, Realtors act as a Dual Agent for me as the  
(Firm Name)

Seller in the sale of the property at: 24601 Woodfield School Rd.

Buyer in the purchase of a property listed for sale with the above-referenced broker.

<u>Michael Mewell</u>	<u>3/17/23</u>	<u>Michael Mewell</u>	<u>3/17/23</u>
Signature	Date	Signature	Date

**AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY**

• The undersigned Buyer(s) hereby affirm(s) consent to dual agency for the following property:

Property Address

Signature	Date	Signature	Date
-----------	------	-----------	------

• The undersigned Seller(s) hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature	Date	Signature	Date
-----------	------	-----------	------

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by DUVALL PICKETT, INC., a Maryland corporation ("Duvall"), (hereinafter sometimes referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Duvall is the owner of certain property in the County of Montgomery, State of Maryland, which is more particularly described on the legal description attached hereto and made part hereof as Exhibit "A": (hereinafter sometimes referred to as the "Property"); and

WHEREAS, Duvall desires to restrict the use of the Property and to bind the owner, from time to time, of the Property to certain covenants as hereinafter set forth;

NOW, THEREFORE, Duvall hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I  
DEFINITIONS

Section 1.01. "Association" shall mean and refer to Woodfield Estates Homeowners Association, Inc., a nonstock, nonprofit corporation, its successors and assigns.

Section 1.02. "Declarant" shall mean and refer to Duvall and its successors and assigns, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of either Declarant are specifically assigned or transferred to such successors or assigns by an instrument in writing.

Section 1.03. Intentionally Omitted.

Section 1.04. "Member" shall mean and refer to every person, group of persons, corporation, trust, or other legal entity, or any combination thereof, who holds any class of membership in the Association.

Section 1.05. "Owner" shall mean and refer to the record owner, from time to time, of fee simple title to the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.06. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto.

ARTICLE II  
ARCHITECTURAL CONTROL

Section 2.01. Architectural Change Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including change in color) until the plans and specifications showing the nature,

Purchaser' Signature      Date

Purchaser' Signature      Date

kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by Declarant.

In the event Declarant fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Design approval by Declarant shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed. The Declarant shall have the right to charge a reasonable fee for reviewing each such set of plans and specifications. Any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and the addition, change or alteration may be required to be restored to the original condition at the Owner's cost and expense. In any event, no such exterior addition to or change or alteration shall be made without approvals and permits therefor having first been obtained by the Owner from the applicable public authorities or agencies.

Section 2.02. Initiation and Completion of Approved Changes. Construction or alterations in accordance with plans and specifications approved by Declarant pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by Declarant (whether by affirmative action or by forbearance from action as provided in Section 2.01), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as Declarant shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by Declarant shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by Declarant without any prior consent in writing of the Declarant. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Declarant to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 2.03. Exterior Appearance. Except as specifically provided herein to the contrary, and without limiting the generality of this Article II, the following shall apply to the Property, unless otherwise expressly provided by Declarant:

(a) exterior wood decks, fences and gates, if any, shall not be painted or stained in any manner; provided, however, that neutral color wood preservative may be applied to such wood decks, fences and gates;

(b) trees may be removed from a Lot where reasonably necessary for the construction of driveways, paths, swimming pools, tennis courts, utility lines and dwellings, but in order to preserve the scenic beauty of the Property, except for the purposes designated above in this clause (b), no tree larger than eight (8) inches in diameter (measured two feet above the ground) and more than thirty (30) feet in height shall be removed or destroyed without the express written consent of Declarant, said approval not being required for removal of dead trees or dead falls.

(c) no decorative lawn ornament, no structure of a temporary character, and no trailer, tent, shack, barn, pen, run,

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

stable, shed or other buildings shall be erected, used or maintained on the Property without the prior written consent of Declarant.

ARTICLE III  
USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Property is subject to the following:

Section 3.01. Permitted Users. The Property shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on the Property other than one used as a dwelling, except that a professional office may be maintained in a dwelling, provided that (i) such maintenance and use is limited to the person actually residing in the dwelling; (ii) no employees or staff other than a person actually residing in the dwelling are utilized; (iii) such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation and (iv) the person utilizing such office maintains a principal place of business other than the dwelling. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics.

Section 3.02. Prohibited Uses and Nuisances. Except with the prior written approval of Declarant:

(a) no noxious or offensive trade or activity shall be carried on upon any part of the Property; without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon the Property;

(b) the maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any part of the Property, except that this shall not prohibit the keeping of dogs, cats, caged birds or riding horses as domestic animals provided: (i) they are not kept, bred or maintained for commercial purposes; (ii) no more than three (3) such domestic animals may be maintained upon the Property; and (iii) such animals are maintained in strict conformance to all laws and ordinances. Riding horses shall only be permitted at the Property if there is provided a stable or other suitable facilities for such horses any such stable or other facility being approved in accordance with this Declaration; animals shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law;

(c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any part of the Property;

(d) except for parking within garages, and except as herein elsewhere provided, no junk vehicle, commercial vehicle (including vans used for commercial use), truck (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), or other similar vehicles, machinery or equipment of any kind or character (except

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for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling) shall be kept upon the Property or upon the public or private streets adjacent to the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon; horse trailers, house trailers, recreational vehicles, boats and boat trailers may, in the discretion of Declarant, be maintained upon the Property provided they are screened from view or contained within a structure approved by Declarant;

(e) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection; all trash, garbage and refuse shall be stored in covered receptacles; No incinerator shall be kept or maintained upon the Property;

(f) the Property shall not be divided or subdivided and no portion of the Property (other than the entire Property) shall be transferred or conveyed for any purpose;

(g) no tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways; without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on the Property which would be inharmonious with the aesthetics of the community of which it is a part;

(h) no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any part of the Property, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon the Property. Any such temporary real estate sign shall be removed promptly following the sale or rental of the Property. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of the Property who comes into possession of the Property by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

(i) no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon the Property above the surface of the ground and no wire, cable or other similar transmission line may be attached to the exterior of any structure on the Property; except during period of actual use, no hose shall be stored or placed in the front or side yard of any dwelling upon the Property unless screened from public view;

(j) no structure, planting or other material shall be placed or permitted to remain upon the Property which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels;

(k) outside television serials or radio antenna, or other aerial or antenna for either reception or transmission, shall be permitted to be maintained upon the Property, provided the prior written approval of Declarant is obtained; aerials or antennae erected and maintained solely within the dwelling upon the Property shall not require prior approval; unless adequately screened from public view in a manner approved by Declarant, satellite dishes shall not be permitted upon the Property.

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(l) vegetable gardens shall be maintained only within the rear yard of the Property, and shall be maintained in a neat and attractive manner;

(m) bed sheets, plastic sheets, newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on the window on the dwelling located on the Property;

(n) no exterior lighting, emanating from the Property, shall be directed outside the boundaries of the Property;

(o) no garage or outbuilding properly erected on the Property shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation; and

(p) no airing of any clothing or bedding shall be permitted outdoors other than within rear yards (or otherwise so as not to be visible from the street) and between the hours of 8 a.m. and 5 p.m. on Monday through Friday and 8 a.m. and 1 p.m. on Saturdays (except when any such days shall fall upon a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

(q) the Property shall not be used at any time for the purpose of establishing, operating or maintaining of a social, private and/or country club of any kind thereon, whether for profit or not and regardless of whether or not it is private or open to the public.

Section 3.03. Exemptions. None of the foregoing restrictions in Section 3.02 shall be applicable to the activities of Declarant, its officers, employees, agents or assigns, in their development, marketing, leasing and sale of the Property.

Section 3.04. Declaration of Easements and Rights. The start following easements and rights are hereby declared or reserved:

(a) There is hereby reserved unto the Declarant [and to such other party(ies) as the Declarant may specifically, and in writing, assign such rights], for the benefit of any real property owned or acquired by the Declarant which is contiguous to that which is now or hereafter subjected to this Declaration ("Benefited Property"), a blanket easement upon, across and under the Property (provided such easement does not encroach upon any building within the Property or unreasonably interfere with the use and enjoyment of the Property), for vehicular and pedestrian ingress and egress, curb cuts, easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, and storm water detention and/or siltation, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public

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authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection (a). Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary in order to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property; provided, however, that if requested by the Declarant, any party having an interest in the Property shall promptly join in and execute such confirmatory easements and other agreements. The Property shall further be subject to a public pedestrian access easement over and upon any sidewalk (or the replacement thereof) constructed on the Lot by the Declarant, which sidewalk is reasonably deemed to be for the use of the community of which the Lot is a part.

(b) For a period of ten (10) years from the date of conveyance of the Property, the Declarant reserves a blanket easement and right on, over and under the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection (f).

(c) The rights and duties with respect to sanitary sewer and water, storm drains, downspouts, yard drains, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(i) Whenever water, sanitary sewer and water, storm drains, downspouse, yard drains, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain such installation.

(ii) The right granted in this Subparagraph (g) above shall be only to the extent necessary to entitle the property of the Owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(iii) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, or its designated committee, who shall decide the dispute, and the decision of the Board, or its designated committee, shall be final and conclusive as to the parties.

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(d) The Association shall have an easement to enter any portion of the Property for the performance of its duties hereunder; provided that except as provided in Article VIII hereof, such easement shall not entitle the entry within the interior portion of any dwelling located on the Property, but (by way of illustration only and not in limitation of the rights granted herein) shall permit the entry into fenced, or other similar areas of the Property.

(e) The Association, its agents and employees, shall have an irrevocable right and an easement to enter the Lots for the purposes of exercising the rights and fulfilling the obligations established by this Declaration and any Supplementary Declarations recorded hereafter.

Section 3.06. Enforcement. The Association, or any Owner, or any Mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association or any rule or regulation promulgated by the Association pursuant to its authority as provided in the Declaration, Articles of Incorporation or Bylaws. Failure by the Association or by any Owner or by any mortgagee of any Lot to enforce any covenant or restrictions herein contained or any provision of the Bylaws, Articles of Incorporation or rules and regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be an there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages. If the Association, or any Owner or Mortgagee of any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be a lien upon the Lot of such Owner, provided that the requirements of the Maryland Contract Lien Act are substantially fulfilled.

Without limiting the generality of the foregoing, and in addition to any other remedies available, the Association after reasonable notice, in writing, provided to the Owner, may enter any Lot to remedy any violation of the provisions of this Declaration, the Bylaws, Articles of Incorporation or rules and regulations of the Association provided, however that the Association may not enter the Interior of any dwelling unit except in an emergency. The cost of such action shall become a binding, personal obligation of the Owner otherwise responsible for such violation and shall also be a lien upon the Lot of such Owner.

Section 12.06. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to levy fines against an Owner or his guests, relatives, lessees or invitees, in the manner set forth herein, and such fines shall be collectible as any other assessment such that the Association shall have a lien against the Lot of such owner as provided in this Declaration, the Bylaws and the Articles of Incorporation and such fine(s) shall also become the binding personal obligation of such Owner.

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(a) The Board of Directors or the Covenant Committee, shall be charged with determining where there is probable cause that any of the provisions of this Declaration, the Bylaws, Articles of Incorporation or the rules and regulations of the Association, regarding the use of the dwelling units, Lots, Common Area or other Association property, are being or have been violated. In the event that the Board of Directors or the Covenants Committee determines an instance of such probable cause it shall cause the Board of Directors to provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting if such person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation of each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Twenty-Five Dollars (\$25.00) for each offense. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violation or Owner may respond to the notice within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgement and promise, and performance in accordance therewith, shall terminate for the enforcement activity of the Association with regard to such violation.

(b) If a is timely requested, the Board of Directors shall hold the same, and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner or the Board of Directors or Covenants Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgement and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) A fine pursuant to this Section 12.06 shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is an owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Declaration and the Bylaws. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting his Lot payment of the amount of any fine(s) assessed against the Lot.

(e) Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, the Bylaws, Articles of Incorporation or rules and regulations, including, but not limited to, legal action for damages or injunction relief.

Section 12.07. Severability. Invalidation of any one of these covenant or restrictions by judgement or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 12.08. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this

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Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 12.09. Changes and Modifications by Declarant. The Declarant shall have the right to modify, amend or change any of the provisions of this Declaration as deemed necessary or appropriate by the Declarant, provided that so long as a Lot is encumbered by deed of trust or mortgage which is guaranteed or Insured by VA or FHA, then VA or FHA, as applicable, shall have the right to approve any material amended, modification or change to this Declaration.

Section 12.15. Changes Required by Lenders. Notwithstanding any provision to the contrary contained in the Articles of Incorporation or Bylaws of the Association or this Declaration, the Declarant shall have and hereby reserves the right to make modifications, additions or deletions to this Declaration, the Articles of Incorporation and the Bylaws of the Association if such modifications, additions or deletions are required by VA, FHA, FHLMC or FNMA. The Declarant further reserve the right to waive in writing any exemption, right or privilege granted or reserved to the Declarant by this Declaration or the Articles of Incorporation or the Bylaws of the Association.

Section 12.19. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference and covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 12.20. Declarant Reserved Rights. No amendment to this Declaration may remove, revoke, or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant or any successors or assignees (pursuant to Section 12.17) of the Declarant.

Section 12.21. Perpetuities. If any of the covenants, restrictions, or other provisions of this Declaration shall be unlawfully void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 12.22. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a party of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has executed this \_\_\_ day of \_\_\_\_\_, 1987.

ATTEST:

DUVALL PICKETT, INC.

\_\_\_\_\_  
(Assistant Secretary)

By: \_\_\_\_\_  
Louis Iaquina (President)

(CORPORATE SEAL)

13V-E.

\_\_\_\_\_  
Purchaser' Signature      Date

\_\_\_\_\_  
Purchaser' Signature      Date

STATE OF MARYLAND :  
 : ss:  
COUNTY OF MONTGOMERY :

The undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of Duvall Pickett, Inc., a Maryland corporation personally known to me as the person who executed the foregoing instrument, personally before me in said State and County and, being first sworn and declared that the instrument is the authorized act and deed of Duvall Pickett, Inc., and executed said instrument for the purposes therein contained, having been first authorized so to do.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Purchaser' Signature      Date

\_\_\_\_\_  
Purchaser' Signature      Date

DECLARATION OF EASEMENT FOR INSTALLATION,  
MAINTENANCE AND REPAIR OF DRIVEWAY

THIS EASEMENT is made and declared this \_\_\_ day of \_\_\_\_\_, 1988 by Duvall Pickett, Inc., a Maryland corporation (hereinafter referred to as "Declarant").

R E C I T A L S

1. Declarant is the owner of certain real property located in Montgomery County, Maryland, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Servient Property"), as well as the adjoining real property located in Montgomery County, Maryland described in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter the "Dominant Property").

2. Declarant desire by this instrument to create certain rights and obligations with respect to the properties described in Exhibits A and B attached hereto as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares easement and right-of-way to, and for the benefit of, the owner of the Dominant Property in, on and through a portion of the Servient Property, as more particularly described in Exhibit "C" attached hereto and incorporated herein by reference (hereinafter the "Easement Area"). This easement shall be the purposes and subject to the conditions hereinafter described:

1. Declarant hereby grants, conveys and declares a perpetual easement in, on and through the Easement Area in order to allow the owners of the Dominant Property, from time to time, to install, maintain and repair a residential driveway within the Easement Area to provide access to the Dominant Property. The driveway described herein shall be constructed and maintained by the owner of the Dominant Property at its sole cost and expense. The driveway shall be constructed and maintained of materials consistent with the materials used in the surrounding neighborhood presently referred to as Woodfield Estates.

2. This declaration and grant of easement shall run with the land and shall be binding on and shall inure the benefit of the respective owners of the Servient Property and Dominant Property, and their respective heirs, successors or assigns.

3. The owner of the Dominant Property shall indemnify the owner of the Servient Property against all liability or injury and/or damage arising from the installation, use, maintenance or failure of maintenance of the subject driveway within the Easement Area.

4. The owner of the Servient Property reserves all rights, title and interest and into the Easement Area, except for and the extent of the easement expressly set forth herein. The easement created hereby is intended to be non-exclusive, and the owner of the Dominant Property may not erect any barriers to prevent or retard access to the easement area.

WITNESS our hands and seals the day and date first above-written.

ATTEST:

DUVALL PICKETT, INC.

\_\_\_\_\_, Assistant  
Secretary

By: \_\_\_\_\_  
Louis Iaquina, President

Purchaser' Signature      Date

Purchaser' Signature      Date

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STATE OF MARYLAND :  
 : ss:  
COUNTY OF MONTGOMERY :

The undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of Duvall Pickett, Inc., a Maryland corporation personally known to me as the person who executed the foregoing instrument, personally before me in said State and County and, being first sworn and declared that the instrument is the authorized act and deed of Duvall Pickett, Inc., and executed said instrument for the purposes therein contained, having been first authorized so to do.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Purchaser' Signature      Date

\_\_\_\_\_  
Purchaser' Signature      Date

EXHIBIT "A"  
(SERVIENT PROPERTY)

Lot numbered Six (6) in Block lettered "B" in the subdivision known as "WOODFIELD ESTATES" as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 149 at Plat No. 17064.

EXHIBIT "B"  
(DOMINANT PROPERTY)

Lot numbered Twenty-four (24) in Block lettered "B" in the subdivision known as "WOODFIELD ESTATES" as per plat thereof recorded among the Land Records of Montgomery County, Maryland in Plat Book 149 at Plat No. 17065.

EXHIBIT "C"  
(EASEMENT AREA)

Being a strip of land fifteen feet (15') wide along the western property line (or North 35 degrees 19' 22" West, 557.31 foot line) of the Servient Property, as shown on recorded plat thereof, and being more particularly described as follows:

Beginning for the same at an iron pipe found at the northwest corner of the Servient Property (said point of beginning also lying on the easterly right of way line of Woodfield School Road), the four following courses and distances:

1. N 35 degrees 19' 22" W 503.89 feet, thence
2. S 45 degrees 52' 48" W 15 Feet, thence
3. N 35 degrees 19' 22" W 503.89 feet, thence
4. Running along the easterly right of way line of Woodfield School Road 15 feet to the point of beginning.

Said easement area being a part of the area shown in Plat Book 149 at Plat No. 17064 and designated as "Existing 15' Ingress/Egress Easement".

Purchaser' Signature      Date

Purchaser' Signature      Date